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VOL. LXXVII. **Saturday, May 27, 1933.** No. 21

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Current Topics.

Lawyer Ambassadors.

THE new ambassador to this country from the United States, Mr. R. W. BINGHAM, who arrived last week to take up the duties of his high office, is, like so many of the previous representatives of his country to Great Britain, a member of the legal profession. Some years ago Mr. BECKLES WILSON, the well-known publicist, brought out an interesting volume recording the *regime* of the diplomatic representatives of the United States to England from 1785 to 1928, and it is significant that of the whole number, something like thirty, no fewer than twenty-three were lawyers, several, like the late Mr. JOSEPH CHOATE, having enjoyed an extensive practice before embracing the rôle of diplomatist. Until 1893 the highest rank given to American representatives at the great European courts was that of Envoy Extraordinary and Minister Plenipotentiary, but it was found that this arrangement operated disadvantageously to their dignity, inasmuch as the representatives of smaller powers, having the rank of ambassador, took precedence of the American Ministers, a state of things which, not infrequently, was the occasion of considerable mortification to the latter. Accordingly, in the year mentioned, the United States sent out "ambassadors" to overcome this difficulty, Mr. BAYARD, who at that date was the representative in London, being the first to hold that rank. The fact that so large a proportion of the American ministers have been lawyers is a striking testimony to the confidence placed in the profession and their ability and tactfulness to conduct their country's national affairs abroad.

The Removal from Office of a Town Councillor.

FROM a short note in *The Times*, 16th May, and a fuller one in *The Daily Telegraph* of the same date, it appears that the Dartmouth Town Council unanimously carried a motion that a certain councillor should be "discharged from the Corporation and his office of Town Councillor of Dartmouth." This, in terms, appears to have been not only expulsion from the Town Council, but disfranchisement or expulsion from the corporation of the borough, though possibly the latter was not intended. A parallel would be if a leading barrister were disbenched and disbarred, or a solicitor both expelled from the Council of the Incorporated Law Society and struck off the Rolls. The question of the powers of a town council in this respect was discussed six years ago in these pages: see "Some Problems of Expulsion," 71 SOL. J. 460, in which the case of *Booth* v. *Arnold* [1895] 1 Q.B. 571 was noted and examined. The point of expulsion there only arose indirectly, for it was an action for slander, but the slander concerned the plaintiff's conduct in office as a councillor, and the question arose whether a jury could consider the possibility that, as the result of other councillors believing it, the plaintiff might be expelled by them from office. The Court of Appeal held that the action was maintainable on other grounds, Lord ESHER and RIGBY, L.J., expressly avoiding the point as to "amotion" or expulsion from the office of councillor. On behalf of the defendant it had been argued that, since the vacation of office of a town councillor was expressly regulated by ss. 12-14 and 39 of the Municipal Corporations Act, 1882, the power of amotion on grounds other than those specified was impliedly abolished. LOPES, L.J., however, disagreed with this view, and quoted an unreported case in which he had been counsel, and the power of amotion was recognised. Since *Booth* v. *Arnold* was decided on other grounds, the observations of LOPES, L.J., must be regarded as *dicta*, and they do not since appear to have been the subject of judicial comment. The new Local Government Bill stereotypes the old disqualifications, see clauses 59, 62 and 63, without reference to the power of amotion, and the point may be commended to Parliament as worth clearing up in any new legislation. The cases quoted in our previous article on the whole seem to show that the executive body of a corporation cannot expel a corporator: see especially *Symmons* v. *R.* (1776), 2 Cowp. 489, at p. 503. If the expelled councillor tests the validity of the resolution by proceeding "*quo warranto*" or otherwise, the judgment in his case may go some way to clarify the law.

Marble Monuments again.

THE controversy as to the use of marble for tombstones and memorials in country churchyards has been to some extent revived by a decision of Sir FRANCIS NEWBOLT, Chancellor of the Diocese of Exeter, refusing an application for a faculty. At first sight his decision might appear to conflict with that of the Dean of the Arches in *Cuthbertson* v. *Little Gaddesden Parishioners* (reported *ante*, p. 268), where he held that the vicar of the parish had no right to object to a monument because it was made of white marble. In that case, however, there was no criticism on the design of the stone, only on its material. The decision of the Chancellor of the Exeter diocese in *In re Parish Church of Stoke Gabriel* (*Times*, 16th May) is clearly distinguishable from the former on the facts. It was proposed to erect a marble monument consisting of a cross upon three blocks arranged as steps, on the topmost of which was the figure of an angel pointing heavenwards, the total height being 6 feet above the kerbing. There was evidence that these and similar statues were turned out by machinery from a model and imported from Italy, contrary to the assumption we made in our note on the *Little Gaddesden Case*, that "such monuments are not imported ready made from abroad." The monumental mason who supplied it said that he had put up replicas in cemeteries, but he had never succeeded in getting a faculty for one for a churchyard. Sir FRANCIS NEWBOLT said that all parishioners had equal rights, and it was plain that some restrictions must

be imposed, especially where space was scanty. The Archdeacon, who paid a special visit to the churchyard, and the Diocesan Advisory Committee all objected to the proposed monument on the ground that it was quite unsuitable to the churchyard. The Chancellor, although not bound by their opinion, was fortified by it, and after considering all the circumstances was satisfied that he ought to refuse the faculty. With which decision all persons of taste who desire to preserve the English churchyard from ostentatious and disfiguring statuary will certainly agree.

Prohibition and *Certiorari*.

THE decision of the Divisional Court in the case of *Rex* v. *Hendon Rural District Council: Ex parte Chorley*, in which the court made absolute a rule *nisi* for *certiorari*, quashing a resolution of the council on the ground that a certain member of the council took part in voting, when he ought not to have done so, is chiefly interesting by reason of the reference made by Lord HEWART, L.C.J., to the judgment of ATKIN, L.J., in *Rex* v. *Electricity Commissioners* [1924] 1 K.B. 171, where that learned Lord of Appeal defined the uses respectively of prohibition and *certiorari*. Lord ATKIN'S judgment in that case (which on this particular point begins at p. 204) deserves to be carefully noted by students of procedure. He points out that both writs are of great antiquity forming part of the process by which the King's courts restrained courts of inferior jurisdiction from exceeding their powers. The judgment then continues: "*Prohibition* restrains the tribunal from proceeding further in excess of jurisdiction; *certiorari* requires the record or the order of the court to be sent up to the King's Bench Division, to have its legality inquired into, and, if necessary, to have the order quashed. It is to be noted that both writs deal with questions of excessive jurisdiction, and doubtless in their original dealt almost exclusively with the jurisdiction of what is described in ordinary parlance as a court of justice. But the operation of the writs has extended to control the proceedings of bodies which do not claim to be, and would not be recognised as, courts of justice. Wherever any body of persons having legal authority to determine questions affecting the rights of subjects, and having the duty to act judicially, act in excess of their legal authority, they are subject to the controlling jurisdiction of the King's Bench Division exercised in these writs." Then follow a number of cases showing how prohibition and *certiorari* have been applied by the courts. The conclusion at which Lord ATKIN arrived was this: "I can see no difference in principle between *certiorari* and prohibition, except that the latter may be invoked at an earlier stage. If the proceedings establish that the body complained of is exceeding its jurisdiction by entertaining matters which would result in its final decision being subject to being brought up and quashed on *certiorari*, I think that prohibition will lie to restrain it from so exceeding its jurisdiction." It would be difficult to find a clearer statement of the distinction between these two writs as regards their usage.

Contempt by Juror.

SINCE Chief Justice VAUGHAN'S decision in *Bushell's Case* (Vaughan 135), it has been established beyond question that a jury is entitled to find what verdict it thinks proper on the facts, notwithstanding that such verdict may not commend itself to the presiding judge. BUSHELL (with others) had been fined for returning a verdict against the direction of the then Recorder of London, and having been committed to prison for non-payment of the fine, sued out his writ of *habeas corpus*. On the return being made that Bushell had been committed for finding a verdict "against the full and manifest evidence and against the direction of the court," the Chief Justice held this to be an insufficient return, and accordingly BUSHELL was discharged from custody. This decision has been said to establish the immunity of jurors. This is true so long as the jurors carry out their duties honestly and with the sole desire to do justice. Verdicts in civil cases are sometimes set aside as not warranted by the evidence; rarely, however, is there the slightest suggestion of corrupt conduct on the part of a jury. A recent case in the United States shows that such a thing is not unknown, but shows also that a juror who acts corruptly is not beyond the reach of punishment. In that case a woman was summoned as a juror in a prosecution for fraud which excited great public interest. She was examined on the *voir dire*, and in answer to questions said that her mind was free from bias, and she concealed the fact that she had been for some time in the employment of the persons on whose trial she was to act. She was then sworn as a member of the jury. The trial lasted several weeks, and the jury at the conclusion of the evidence deliberated for a week on the verdict. It subsequently appeared that so far from being unbiased, the juror in question refused to listen to her fellow jurors, put her hands over her ears when the others sought to reason with her, attempted to discredit the case for the prosecution, and continued to cast the only vote for an acquittal. Being thus not unanimous the jury was discharged. The facts being ascertained, proceedings were commenced against the woman juror for contempt of court. In three courts, concluding with the Supreme Court, it was held that her conduct amounted to contempt for which she must be punished. In the Supreme Court, where the decision was given by Mr. Justice CARDOZO, it was pointed out that she was condemned not for concealment, although there was concealment, nor for false swearing, although there was false swearing, but because she had made use of concealment and false swearing to accomplish her acceptance as a juror and under cover of that to obstruct the course of justice. In the report of the case in one of the lower courts there is a comprehensive headnote including this somewhat naive paragraph: "Government as well as accused is entitled to a fair trial, which requires impartial jury." The case is a reminder that juries are entrusted with duties the performance of which demands honesty and impartiality.

Evidence of Jury's Deliberations.

IT is of course obvious from the circumstances set out in the foregoing note that much of the evidence upon which the court acted in holding that the juror had by her conduct been guilty of contempt of court must have come from the other members of the jury. As a rule the court is very slow to admit evidence as to what has taken place in the jury room, but occasionally, in social circles, one hears stories of obstinate jurymen holding out as long as possible. CARLYLE used to tell with much humour of his protracted but at last successful conversion of one particularly stubborn member of a jury on which he was serving. A distinguished judge has spoken of the "privilege which protects from impertinent exposure the arguments of the jury while considering their verdict." The Supreme Court had, therefore, to consider very carefully the admissibility of the evidence furnished by the other members of the jury on which the woman juror had served, and it was laid down that the privilege does not apply where the relation giving birth to it has been fraudulently begun or fraudulently continued. As Mr. Justice CARDOZO said: "The privilege takes as its postulate a genuine relation honestly created and honestly maintained. If that condition is not satisfied, if the relation is merely a sham and a pretence the juror may not invoke a relation dishonestly assumed, as a cover and cloak for the concealment of the truth." Of course, as he went on to point out, there must be a foundation laid for the right to enquire into the proceedings of the jury while deliberating on their verdict; a mere charge of wrongdoing against one of them will not avail; there must be a *primâ facie* case made out to satisfy the court that the enquiry should be embarked upon. This is no doubt right, but it would be intolerable if there were no means of exposing such misconduct as was alleged against the particular member of the jury—misconduct which prevented the possibility of justice being done.

The Administration of Justice (Miscellaneous Provisions) Bill.

THIS Bill introduced into the House of Lords by the Lord Chancellor is framed mainly to carry out the recommendations contained in the interim report of the Business of the Courts Committee, presided over by Lord Hanworth, M.R. No doubt its most important provisions are the abolition of grand juries (with a saving as to certain exceptional cases), contained in cl. 1, and the abolition of the unrestricted right to petty juries in civil actions in the King's Bench, again with certain specified exceptions.

The grand jury has of course been regarded as a bulwark of liberty, a protection for the individual against prosecution on frivolous or unjust grounds. The arguments for and against the abolition are set forth in Pt. IV of the interim report, and students of law and history will find them worth reading. It is recorded that a commission presided over by the first Lord St. Aldwyn in 1913 had made the same recommendation, largely basing it on the fact that the preliminary hearing before a magistrate or magistrates before committal is now so thorough and careful that a second preliminary hearing is rendered unnecessary. In 1913 there were fewer complaints of the cost of litigation than now, and the present commission furnishes an additional reason for the step in the largely increased cost of keeping the witnesses for the prosecution available for questions to be put to them by the grand jurors. The jurors themselves are, moreover, normally people of education and standing, and their own time is too valuable to waste in proceedings which are not really necessary. Grand juries were in fact suspended during the war. Other arguments are also adduced, and cl. 1 of the Bill accordingly abolishes the grand jury, save for cases under certain enactments specified in the First Schedule to the Bill. These deal with offences committed by officials and others abroad, and three instances are given as illustrations. In one of them, the famous case of Governor Eyre of Jamaica, in 1868, the grand jury did in fact throw out the bill of indictment. The other cases were *R.* v. *Lynch* [1903] 1 K.B. 444, and *R.* v. *Casement* [1917] 1 K.B. 98.

It is still possible to prefer an indictment under the unusual procedure of the voluntary bill, without a hearing by a magistrate, abuse of which process is to some extent prevented by the Vexatious Indictments Act, 1859. It is also safeguarded by the presentation of the bill to the grand jury. That safeguard would disappear on its abolition, so cl. 2 of the present Bill provides either that the person charged shall be committed for trial in the ordinary way, or that the bill of indictment shall be preferred by the direction or with the consent of a judge of the High Court, or of a Commissioner of Assize, or pursuant to an order of a competent court directing prosecution for perjury under s. 9 of the Perjury Act, 1911.

Clause 6 of the Bill provides for trial of an action in the King's Bench with or without a jury in the discretion of a judge, except for actions for libel, slander, malicious prosecution, false imprisonment, seduction or breach of promise, in which the litigant's right to a jury is reserved. The commission had suggested (para. 24) that the right to a jury could be abolished by an alteration in Ord. 36, r. 3, and a consequent alteration of r. 6. Possibly the Lord Chancellor has deemed that the right to a jury is too important to be abolished otherwise than by legislation. It was of course suspended during the war, and it is not suggested that any great injustice resulted. In the mass of "running-down" cases, juries have constantly been confronted with hard swearing on both sides as to incidents taking place in a few seconds, and presented with problems of entangled and disputed fact which the trained and unemotional mind of a High Court judge can solve with greater certainty.

Clause 3 of the Bill provides for summary determination by the High Court of liability for death duties, probably by originating summons, which is the method of determining liability as between beneficiaries under a will. Clause 4 provides that the Crown may sue for a debt by writ of summons, and initiate proceedings in the County Court. Clause 7 deals with the costs in Crown cases, and cl. 9 provides a saving in respect of proceedings initiated by the Sovereign in his private capacity. In fact cl. 3 is taken from cl. 22 of the Crown Proceedings Bill drafted by Lord Hewart's Committee (see Report, 1927, Cmd. 2842), cl. 4 is partly covered by cl. 2 of that Bill, and partly by cl. 27 (1), and cl. 7 largely by cl. 17 of the former Bill. Each of the proposed new clauses may be useful innovations in Crown proceedings, but the riddle of why the Crown Proceedings Bill of 1927, stated to have been agreed to by more than twenty different departments, has been murdered and is now in process of partial dissection, has not been disclosed. The injustices attendant on Crown procedure are very far from being remedied by the present Bill, and our readers may remember that we have dealt with them and the smothering of the previous Bill on various occasions (see 72 SOL. J. 478, 767 and 851, and for a flagrant instance of a Government department refusing to account for trust money and doing so in the name of the Crown, see 75 SOL. J. 801). It may be hoped that some member of Parliament will raise the matter in debate on the Bill, and point out that its provisions regarding the Crown are still entirely inadequate to prevent abuse of Crown process.

Other provisions of the present Bill are those contained in cl. 5, to bring about a reform in the procedure for the issue of the prerogative writs of *certiorari*, *mandamus* or prohibition, and cl. 8, to enable certain officials in lunacy to exercise the jurisdiction of the master on an order by the master. The commission found (paras. 49 to 51) that the business in lunacy was greatly congested, and recommended this remedy.

Although the Bill is a short one, there is an imposing schedule of repealed sections or passages in nearly forty statutes. The two Acts to be totally repealed are the Crown Suits Act, 1855, and the Vexatious Indictments Act, 1859, the latter being superseded by cl. 2 of the Bill. This schedule indicates that the work of fitting the reforms contained in the Bill into systems of procedure has not been altogether too easy a task.

Restraint of Trade.

THERE can be few branches of the law of England in which there have been greater and more constant changes than in that which deals with covenants in restraint of trade. Perhaps the earliest light which we have on this subject is afforded by the *Dyer's Case*, Y.B. 2 Hen. V. fo. 5, pl. 26, an action on a bond not to carry on the trade of a dyer for half a year. Hull, J., took the sweeping view that the "plaintiff ought to be imprisoned and fined for obtaining such a bond." This extreme attitude taken by the mediæval judge was so relaxed that it is not too much to say that seventy years ago the courts were willing to enforce almost any covenant in restraint of trade which was not actually absurd. It is with the alteration of this more recent attitude and the new rules which have emerged that we are now concerned.

But, first, it is necessary to limit somewhat the scope of our subject. Covenants and contracts in restraint of trade are of numerous and differing types most easily classified according to the relationship existing between covenantor and covenantee. Thus we have (i) employer and employee, (ii) partners, (iii) vendor and purchaser, (iv) lessor and lessee, (v) licensor and licensee. In addition, there are cases concerning co-operative societies and trade unions which cannot be classified in these groups. For the purpose of the present review of the law we will confine ourselves to the first category, employer and employee, by far the most important of all.

It is in this branch of the law that the principal cases on restraint of trade during the past fifty years have occurred. The easy attitude of the first part of the last century was gradually abandoned and broken down and for a while a state of some confusion resulted. Finally, from the fluid position thus created certain principles have now emerged as the result of several great leading cases. For the sake of convenience it may be as well here to attempt to set out these principles, i.e. :—

(i) The covenant must not be unlimited both in space and time. Such an unlimited covenant is held to be contrary to public policy.

(ii) The covenant must be reasonable with regard to all the circumstances.

(iii) Where one part of a covenant is valid and the other invalid, if the parts are severable the valid part will be enforced.

The first of these was never really doubted at any time. The problems which have arisen have usually concerned cases in which the covenant has been unlimited only in one respect. Such covenants are not necessarily void as is well shown in the case of *Fitch* v. *Dewes* [1921] 2 A.C. 158, where the House of Lords considered the case of a covenant not at any time to engage in the profession of a solicitor within seven miles of the Town Hall, Tamworth. It was held that the covenant, though unlimited in point of time, did not in the circumstances exceed what was reasonably required for the protection of the covenantee and was not against the public interest.

It is in formulating the second principle that the best-known cases in this subject have occurred. The first and perhaps the most famous of these cases was *Nordenfelt's Case* [1894] A.C. 535, in which the House of Lords laid down the great rule that the true test of the validity of a contract in restraint of trade is reasonableness. They there held that a covenant not to engage for twenty-five years in the business of a manufacturer of guns and ammunition, though unrestricted as to space, was not, having regard to the world-wide nature of the business and the limited number of customers, wider than was necessary for the protection of the company, nor injurious to the public interests of this country, and was therefore valid. This was further explained in *Morris* v. *Saxelby* [1916] 1 A.C. 688 ; 60 Sol. J. 305. If the covenant is wider than is reasonably necessary for the protection of the covenantee, then it is invalid: it was further stated in the latter case that covenants are to be construed more liberally in the case of vendor and purchaser than in that of employer and employee. Indeed, restraints are habitually enforced in the former case which would never be entertained in the latter.

The next great step was the recognition of the fact that there are two quite different types of employee. This was fully recognised and the distinction explained by Lord Shaw in *Mason* v. *Provident Clothing and Supply Co.* [1913] A.C. 724. He distinguished between the person in confidential employment, such as a manager of a business and the ordinary workman. He went on to say with regard to the latter (at p. 740) "the equipment of the workman becomes part of himself, and its use for his own maintenance and advancement could not, except in rare and peculiar instances, be forbidden." The great difficulty, however, is to decide to which class the covenantee belongs, for the distinction between the two classes is not always as obvious as it might seem. A good example of a confidential employee is to be found in the case of *Putsman* v. *Taylor* [1927] 1 K.B. 741, where a tailor's manager and cutter covenanted not to carry on business as such for five years after leaving his employment, within Snow Hill, Birmingham, or within half a mile of two other of his employer's shops in the same city. It was held that his occupation was highly confidential and that he was well-known to the customers and in a position to influence them, therefore, the restraint was reasonable.

Where there is some secret process involved or the business is carried on in a wide area a confidential servant may be legally bound by very stringent covenants indeed. Thus, in *Lamson Pneumatic Tyre Co.* v. *Phillips*, 91 L.T. 363 ; 48 Sol. J. 604, a restraint against trading in the Eastern Hemisphere was upheld. The plaintiff company was carrying on a pneumatic tube business, of which the defendant was manager. Romer, L.J., in upholding the restraint, said : "The very nature of the business prevented it from being what I may call of 'a local character.' It was not a case where you could hope to have a good business confined to a small area."

Bennett, J., in the recent case of *Pellow* v. *Ivey*, 49 T.L.R. 422, seems to have attached special importance to the presence or absence of trade secrets. In that case an endeavour was made to enforce a restraint against carrying on the trade of hairdresser and tobacconist in the Borough of Bodmin. His Lordship refused to enforce this restraint on the ground apparently that, as there was no secret process involved in the trade, the restraint was unreasonable in point of time. This case is difficult to reconcile with *Putsman* v. *Taylor* (*supra*), but may be explained by special circumstances, i.e., that many years had elapsed between the two employments of the covenantor in Bodmin and hence he must have lost his personal following of customers.

An instance of an employment which is difficult to classify as confidential or not is that of the milk carrier, a trade which, as Eve, J., recently remarked, in *Streets Dairies* v. *Aylmer*, "seems peculiarly addicted to this form of litigation." A roundsman of necessity gets to know his customers and might quite possibly take their custom with him if he changed his employer; on the other hand, his employment can hardly be regarded as "confidential," nor is there any secret process connected with it, unless, as counsel cynically remarked, it is the proportion of water added to the milk. It is with regard to them that the doctrine of severability, so ably explained by the Court of Appeal, in *Attwood* v. *Lamont* [1920] 3 K.B. 571, is peculiarly applicable.

This doctrine of severability is another of the great principles of the modern law with regard to restraint of trade. If one part of a covenant is valid and another part invalid, and these parts are severable, then the court will uphold that which is valid. *Dubowski* v. *Goldstein* [1896] 1 Q.B. 478, another milk case, is a good instance. The employee had covenanted that, after he left his employment, he would not serve any of his employer's customers or future customers. It was held that, as regards the first part, it was valid and must be upheld, but the second part was invalid.

It must, of course, be remembered that a complete restraint upon the employee's working for anyone else may be valid so long as it answers the test of reasonableness. A case in point is *Phillips* v. *Stevens*, 15 T.L.R. 325, where a glass engraver covenanted not to leave his employment without his employer's consent or work for anyone else so long as the employer gave him "an equal share of the work as the other men engaged in the same class of work." Such a covenant, though an absolute restraint, did not bear hardly on the employee, and could not be said to be unreasonable or against public policy.

There are one or two interesting problems arising out of the subject of restraint of trade which may be worth consideration. One of the most interesting of these is the interpretation to be put upon the words "15 miles from the town of X." The authorities on this point are few in number and confusing. In passing it is, perhaps, worthy of note that to some extent, this paucity of cases is probably due to the prevailing custom of allowing the motion for an interlocutory injunction in restraint cases to be taken as trial of action—this so frequently results in the case going unreported. The earliest authority is the famous leading case of *Penn* v. *Lord Baltimore*, 1 Ves. Sen. 444, in which Lord Hardwicke, L.C., held that "a circle twelve miles round Newcastle" meant a circle of 12 miles round the middle point of Newcastle, "as nearly as it can be computed."

Newcastle he described as "a long town" and he thought this to be the fairest interpretation.

This view seems to have been abandoned or rather ignored in more recent cases, for no reference is made to it in any of them. In *Mouflet* v. *Cole*, L.R. 7 Ex. 70, it was laid down that the distance is to be measured in a straight line and not by the nearest practicable means of access; this rule still appears to hold good. A common-sense view would be that in the case of one shop owned by the covenantee in a large town, the area ought to be measured from the shop if no other centre is stated. However, this view was expressly rejected in *Cattle* v. *Thorpe* [1900] W.N. 600, where "at Ilkeston or within 10 miles thereof" was held to mean a radius of ten miles to be measured from the borough boundary. Perhaps this decision might be explained by saying that there were really two covenants, i.e., (*a*) "at Ilkeston," (*b*) "within 10 miles thereof."

Another point upon which there is some doubt is how far a valid covenant in restraint of trade is assignable. It is quite obvious that a man may be willing to bind himself to A, a good employer well known to him, but must he be held bound to B who buys A's business? B may be a bad employer and he was never in the employee's mind at the time of making the covenant. Of the cases on this subject, *Batho* v. *Tunks* [1892] W.N. 191, appears to be in conflict with the later cases—here, again, the law appears to be changing. In this case there was a covenant not to solicit customers. The business was sold and the deed was handed to the purchaser though there was no specific assignment of the benefit of the covenant. It was held that the benefit of the covenant was assigned with business.

However, in *Milsted* v. *Hamp* [1927] W.N. 233, there was a covenant of personal service and a change of firm. Eve, J., held the covenant to be wholly inoperative, but it is not clear whether it was upon the grounds above suggested. In *Express Dairy* v. *Jackson*, 46 T.L.R. 147, a milk roundsman case, "assigns" were actually mentioned in the covenant which McCardie, J., refused to enforce. However, this case also is unsatisfactory as an authority on this point, for there was a question of infancy which had a large bearing on the issue. But it would seem from these cases and from the general tendency of the law with special reference to the test of reasonableness that such covenants as we have been considering are not assignable.

In conclusion let us sum up the law of restraint of trade in the words of that great lawyer Lord Lindley, M.R., in *Underwood* v. *Barker* [1899] 1 Ch. 300; 43 Sol. J. 261. Despite the quick changes in the law, his words are still true after thirty-four years, when he says (at p. 305): "Where an agreement restraining a person from carrying on a business is entered into with another person engaged in a similar business for the purpose of protecting him from rivalry in that business, and it is no wider than is reasonably necessary for his protection in that business, it is difficult to imagine the circumstances which can render such an agreement injurious to the public interests of this country."

THE OFFICERS' ASSOCIATION.

The general policy of the Association is to promote the well-being of all who have held His Majesty's Commission, and of their wives, widows and dependants; to relieve distress from causes arising out of the war so far as funds permit, and, wherever possible, to make the recipient of relief self-supporting. Applications for assistance are also dealt with from disabled ex-nurses of the pensionable services. The Association has free legal and financial advice and claims and pensions bureaux, a clothing store at 8, Eaton-square, London, S.W.1, and an employment bureau for ex-officers at 20, Grosvenor-gardens, S.W.1. The Association endeavours generally to co-ordinate the activities of the various societies which are in existence for the benefit of ex-officers and their families.

Cash donations and gifts of clothing will be gratefully received by the General Secretary at 8, Eaton-square, S.W.1.

Company Law and Practice.

CLXXXIII.

QUORUM AT MEETINGS.

It is sometimes said that one member cannot constitute a meeting, but this proposition requires to be treated with some care, for it is one of those generalisations that are apt to take one further than the authorities warrant one in going. The authority for this proposition is stated to be *Sharp* v. *Dawes* (1876), 2 Q.B.D. 27, but it should be remembered that this in fact is a decision on the Stannaries Act, and therefore, not of general application. Later in this article we will look at the actual facts and the decision in that case, but first of all we had better look in a rather more general way at the subject of meetings, and their quorums.

"No business," says Art. 45 of Table A of 1929, "shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided, three members personally present shall be a quorum." It is quite usual, in the case of private companies, to relax the severity of Table A by allowing two persons to constitute a quorum. But Table A does go on to provide that: "If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum" (Art. 46). How much further does this take the matter? Not really very much, for it certainly seems that the court would not allow that under Art. 46, a gathering, if the expression may be used, of one person, constituted a meeting—see *Sharp* v. *Dawes*, *infra*.

But it has been held that one person may constitute a class meeting. Thus in *East* v. *Bennett Bros. Limited* [1911] 1 Ch. 163, X was the holder of all the preference shares in the company. The articles of the company contained a provision to the effect that class rights might be varied with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the shares of the class. In passing, one may note that modification of rights clauses in articles not infrequently provide for modification by extraordinary resolution only, and do not give the alternative method of modification by consent in writing, or by agreement in writing approved by a specified proportion of the holders, yet this latter method may prove very convenient, particularly in the case of small private companies. The summoning of a meeting may prove to be an unnecessary trouble and expense, which could be avoided if the modification were capable of being carried out by agreement.

In *East* v. *Bennett Bros. Limited*, *supra*, both the memorandum and the appropriate article provided for modification of class rights by means of an extraordinary resolution, passed at a separate meeting of the holders of the shares whose rights were to be modified. X held all the preference shares, and he took the chair at a general meeting of the company at which a resolution was passed (after being proposed by himself) increasing the capital of the company by the creation of certain preference shares to rank *pari passu* with those held by him. On the same day X signed in the company's minute book a consent by himself, as holder of all the issued preference shares, to this increase. Subsequently it was contended that no separate meeting had been held, and that therefore the company had never been entitled to issue the new shares. This view, however, did not commend itself to Warrington, J., who held that the word "meeting" had there something other than its normal significance, namely, the coming together of more than one person; and that for the purpose of deciding what its actual significance was, he was entitled to see what the

object of the provision in question was. "That object is," says the learned judge, at p. 169, "that before affecting the rights of the preference shareholders it shall be necessary to obtain and record in a formal manner the assent of the preference shareholders to that course. I think I may take it also that the persons who framed this document may have had, and must be taken to have had, in their minds the possibility at all events that this particular class of shares might fall into the hands of one person." From that, it was held that "meeting" in that case included the case of one single shareholder. There is, of course, this vital distinction between that case and the case of a general meeting of a company, that there must be at least two members of the company. It would be possible to provide that any particular class of shares should not be held by one person only, but in the ordinary way there would be no point in such a provision.

To return to quorums at general meetings, it is sometimes considered advisable to allow for persons present by proxy forming part of a quorum, but this is apt to lead to difficulties, and is not to be recommended. It is worthy of notice at this stage that a representative of a corporation appointed under s. 68 of the Companies (Consolidation) Act, 1908 (now replaced and enlarged by s. 116 of the Companies Act, 1929), is a member personally present, within the meaning of an article providing that so many members personally present shall constitute a quorum: *Re Kelantan Coco Nut Estates, Limited and Reduced* [1920] W.N. 274.

Sharpe v. *Dawes*, 2 Q.B.D. 26, deals with a mining company in Cornwall carrying on business on the cost-book system. Notice of a meeting was duly given, but only one shareholder attended, and the secretary, who was not a member; but a call was purported to be made by a resolution, and, as Sir George Jessel pointed out in a later case to which I shall refer, the sole shareholder passed a vote of thanks to himself for acting as chairman. The Stannaries Act does not expressly provide for a quorum, but the Court of Appeal had no difficulty in holding that one shareholder could not constitute a meeting so as to make a call. Lord Coleridge, C.J., after saying that ss. 6 and 7 of the Stannaries Act show that there must be more than one person present (I do not wish to trouble my readers with this statute, which is of little general interest), goes on to say that the word "meeting" *primâ facie* means a coming together of more than one person. It is, of course, says the learned Chief Justice, possible to show that the word "meeting" has a meaning different from the ordinary meaning, but goes on to say that there was nothing there to show that to be the case. Mellish, L.J., deals with it purely on the general ground—"It is clear that, according to the ordinary use of the English language, a meeting could no more be constituted by one person than a meeting could have been constituted if no shareholder at all had attended."

Thus Lord Coleridge decided the case on the construction of the statute, but also gives some weight to general principles, and Mellish, L.J., prefers to rest his judgment on general principles alone. Brett and Amphlett, JJ.A., concurred, but we are not actually told on what grounds. There is one other case which ought perhaps to be referred to in this connection; the case of *Re Sanitary Carbon Co.* [1877] W.N. 223. This latter was a winding-up petition, which the company opposed by saying that it was already in voluntary liquidation. The meeting at which the purported resolution for voluntary winding up had been passed was only attended by one shareholder, and he purported to pass the winding-up resolution and to appoint a liquidator. Sir George Jessel, M.R., following *Sharpe* v. *Dawes*, held that there was no voluntary winding up, and made a winding-up order.

(*To be continued.*)

Sir Philip Horace Freeman, K.C.V.O., K.B.E., solicitor, of Cambridge-gate, N.W., and of Gray's Inn, left estate of the gross value of £55,635, with net personalty £54,935.

A Conveyancer's Diary.

Misdescription in Particulars of Sale. Underlease offered instead of Lease.

From the conveyancer's point of view *Re Russ and Brown's Contract* (77 Sol. J. 371), reported in *The Times of* 19th May is of interest.

The matter came before Clauson, J., upon a vendor and purchaser summons.

It appeared that at a sale by public auction, Mr. Brown bid for and was declared the purchaser of lot 1, described in the particulars of sale as "the eight leasehold dwelling-houses known as 11 to 20 inclusive, All Saints' Street, King's Cross, held as to some for a term of 90 years from 24th June, 1849 at a total ground rent of £42 a year and as to the remainder, for a term of 99 years (less seven days) from 26th March, 1846, at a total ground rent of £30 a year."

The property was sold subject to certain special conditions and to the National Conditions of Sale.

By special condition 9 the title to lot 1 was to begin with the leases under which the respective properties were held.

On investigation of the title it transpired that some of the houses comprised in lot 1 were held upon underleases.

The vendors seem to have taken the point that the particulars of sale in fact disclosed that some of the properties were held upon underleases because the particulars stated that certain of them were held "for a term of 99 years (less seven days)" and appear also to have relied upon paras. 6 (1) and 6 (3) of the National Conditions of Sale.

Paragraph 6 (1) provides that "the abstract of title to leasehold property shall (unless otherwise provided) commence with the lease or underlease creating the term sold."

Paragraph 6 (3) states "Where the property sold is held by underlease no objection or requisition shall be made on that account or on account of the covenants by the tenant in the underlease not corresponding with the covenants by the lessee in the superior lease or of any superior lease comprising other property than that sold."

I do not think that these conditions could have been relied on by the vendors if the description in the particulars was in fact misleading.

Before turning to the judgment, I may say that I have not the least doubt that any conveyancer reading the particulars of sale in this case would have concluded that part of the property was held upon an underlease. That would be quite plainly indicated by the properties in question being said to be held for "99 years (*less seven days*)." And I should have thought that it was a matter of fact to be decided by the court whether or not the purchaser was deemed to have notice that an underlease was indicated. If, for instance, he employed a solicitor to bid for him at the auction, or even consulted a solicitor before himself bidding, it might well be that he would be bound with notice of what the solicitor must be presumed to know, namely that when it was stated that property was held upon lease for ninety-nine years less seven days, that meant and could only mean that it was held upon an underlease. It might be that a layman would be able to say that he did not so understand the particulars, and he might be believed, but surely it would be a question of fact to be decided whether he did or did not.

I must say that if I were a judge I should take a lot of persuading that a purchaser bidding at an auction for property stated in the particulars to be held for "99 years less seven days" did not know that he was purchasing an underlease.

Now I turn to the judgment of Clauson, J., as reported in *The Times*.

The learned judge referred to the requisitions on title, and said that the vendors' solicitors stated that it was quite clear that part of the property was held upon underlease, as the particulars described the term upon which the same was held as being "one of ninety-nine years less seven days." Then

his lordship proceeded: "The purchaser's solicitors did not accept that view, and said that it was not for the purchaser to inspect documents before signing the contract." Apparently the learned judge agreed with the purchaser's contention, although (as regards inspection of documents) I do not see why having regard to para. 6 (1) of the National Conditions of Sale, which states: "The lease or underlease or a copy thereof may be examined at the office of the vendor's solicitors during office hours on the five days preceding the day of sale, and the purchaser (whether or not he inspects the same) shall be deemed to have bought with full notice of the contents thereof." However, if there had been an inspection of documents before the signing of the contract, it may be that nothing would have been revealed except that there was a lease for ninety-nine years less seven days. The head lease would probably not have been referred to or disclosed, unless, indeed, the term was, as is quite likely, a mortgage term.

The remainder of the judgment is interesting only as showing that where a vendor offers a lease for sale he does not comply with his contract by offering an underlease. That seems to be clear enough from the decisions, although Sir George Jessel, M.R., does not appear to have agreed with it: see *Camberwell and South London Building Society* v. *Holloway* (1879), 13 Ch. D. 754, at p. 759.

It is to be observed, however, that in the present case there was no mention of a lease or of an underlease. The particulars simply stated that part of the property was "held for a term of 99 years (less seven days)," which was perfectly true.

With regard to a case of that kind, Sir George Jessel, M.R., said in the case above referred to (at p. 762): "Now, this case must be distinguished from another class of cases, which have been, I think, decided on sound principles, that where a vendor in his particulars of sale states that which is untrue as a fact, he cannot get the assistance of a Court of Equity for specific performance, because at the same time he said: 'You may go and look at some other document by which you might ascertain that what I have said was untrue.' The purchaser has a right to say 'I was entitled to rely on your representation, and if it is untrue you must take the consequences.' But when the statement itself is not untrue, and at the utmost can be said to be ambiguous because it is a lease, although it is also an underlease, and then you are told, 'You may look at the documents and must be bound by the contents,' it appears to me that is quite a different matter."

The case of *Re Russ and Brown's Contract* was even stronger than that which Sir George Jessel was considering, because there was no mention of a lease, but only of a term of years which was accurately stated.

In a later case, *Re Beyfus and Masters' Contract* (1888), 39 Ch. D. 110, some of the dicta of Sir George Jessel in the *Camberwell Building Society* case were dissented from, but not those which I have just quoted, which are, I think, still authoritative.

In that case the facts were that houses were offered for sale by auction and were stated in the particulars to be held for ninety years from the 24th of June, 1844, at a ground rent of £21. The fourth condition of sale provided that the title should commence "with the lease under which the vendor holds dated 11th July, 1845." It transpired that the vendor was entitled to the residue of a term of ninety years less two days, and the owner of the two days' reversion could not be found.

It was held that there was a fatal misdescription, and that the vendor could not rely upon the common condition that "any error in the description of the property should not annul the sale nor shall any compensation be allowed in respect thereof."

It will be observed that in that case the vendor offered to sell a term of ninety years, not such a term less two days. *Re Russ and Brown's Contract* might be distinguished on that ground.

In concluding his judgment, Clauson, J., is reported to have said: "If the vendors offered the assignment of a sub-lease would the purchaser get what he might fairly well be taken to have agreed to buy? Did the contract distinctly specify an underlease as the subject of the sale? I hold that it did not, and that the contract cannot consequently be enforced against the purchaser."

His lordship did not, however, give the purchaser the costs of the summons.

Appeal from Dismissal of Application under s. 84 of the L.P.A., 1925.

With reference to the letter from Mr. Ernest J. Watson, published in another column of this issue, I think that the quite plain result of the decision of Clauson, J., in *Re Lancaster Gate* [1933] 1 Ch. 419, upon which I commented last week, is that there is no appeal from a dismissal of an application to the Official Arbitrator, whether or not he directs the applicant to pay the costs. I drew attention to this question in my Diary last week, and I think that the fact that the authority has power to award costs, even in dismissing an application, strongly points to the necessity of a right of appeal. If, however, Clauson, J., was right, I do not see how an appeal lies even though costs be awarded against the applicant, which may be a very serious matter considering that *anyone* may appear to oppose the application.

It is true that the arbitrator may award costs to objectors subject to their proving that they have a right to enforce the restrictions which it is sought to modify or discharge. On the other hand he may not make any such condition. And if he did, how is the question to be decided except by an appeal to the court? I do not know.

Landlord and Tenant Notebook.

Underlease modelled on Head Lease.

The present fashion of "legislation by reference" is a source of irritation to judges and practitioners. Undoubtedly it is annoying, when looking up some statute, to find that it incorporates several sections of another Act contained in another volume, or that some expression is to bear the same meaning as it bears in some other statute. In conveyancing, however, there is less objection to the "by reference" method, and when it comes to granting an underlease out of a stringent head lease, there is much to be said for agreeing that the terms of the former shall correspond to those of the latter.

Care must be taken in drafting such an agreement to use language appropriate not only to the language of the head lease, but also to its objects. Difficulties may otherwise arise, when it comes to completion, owing to one party contending that certain of the undertenant's rights are to be qualified by rights of the mesne lessor, while the other considers that they are to be qualified by rights of the head lessor. The provisions of the head lease are to be repeated, *mutatis mutandis*, but what are, and what are not, *mutanda*?

In *Williamson* v. *Williamson* (1874), 43 L.J. Ch. 738; C.A., the dispute arose in the following way: Four years after the grant of a mining lease containing a covenant not to underlet without the lessor's consent, the lessee had, with the required permission, agreed to grant an underlease. The agreement provided: "in such underlease shall be contained the like provisions, conditions and stipulations in all respects as are contained in the said recited lease." The intending undertenant had entered under this agreement, and had, with the

consent of the head lessor, assigned the benefit to a company; in the meantime another company bought the lease. When it came to completing the underlease, the mesne lessors insisted that it should contain a covenant against alienation without *their* consent, while the undertenants argued that the consent to be provided for was that of the head lessor. It was held that the agreement for the underlease did not contemplate a tripartite agreement; that the head lessor, once having granted his licence to his tenant, had more say as to future alienations (a rule more recently applied in *Slough Picture Hall Co. Ltd.* v. *Neville, Reid & Co. Ltd.* (1916), 32 T.L.R. 542); that the transaction merely agreed the form of the underlease by making the head lease a model.

But a slightly differently worded agreement may, particularly if circumstances point to a different intention, be otherwise construed; and this is what happened in *Haywood* v. *Silber* (1885), 30 Ch. D. 404, C.A. The important circumstances in that case were that the head lessors, the governing body of St. Bartholomew's Hospital, were ground landlords not only of the premises the subject of the agreement for an underlease, but also of several adjoining and neighbouring properties. The parties had agreed that the underlease was to contain "all usual covenants (including a covenant not to assign or underlet without the consent of the lessor) together with such other covenants, clauses and provisos as are contained in the lease under which the premises are held." The latter included (1) a covenant against alienation without consent, (2) a covenant that all mesne demises and assignments were to be prepared by the solicitors to the hospital, and (3) a covenant that any disputes with other tenants as to easements, lights, boundaries, etc., etc., were to be submitted to the president, treasurer and committee of the governors. The intending undertenant now objected to a draft underlease which would bind him to obtain the hospital's consent to alienation, to have assignments, etc., prepared by its solicitors, and to refer boundary, etc., disputes to its committee. He was apparently willing to accept an underlease in which the lessee played the parts given to the head landlords in the draft, and he urged that he had not undertaken to enter into a tripartite agreement. The court held, approving the decision of the court below, that there was no question of a tripartite agreement; that the "together with" in the agreement, when it was known that the head lease already contained a covenant against alienation, pointed to an intention that the undertenant was to be bound to both; but apart from that, the fact that the hospital were estate owners, plus considerations of good estate management, showed that the parties had contemplated such measure of control as was provided for in the draft.

Another example of conveyancing by reference is afforded by the covenant for renewal. A tenant occupying under an ill-drawn agreement in which the words "with the option of renewal" occurred, in brackets, after a provision as to rent, has had specific performance granted of a lease for the same term and on the same terms: *Lewis* v. *Stephenson* [1898] 67 L.J. Q.B. 296. But the "same terms" must not be taken to include another option or covenant for renewal, this being obviously outside the contemplation of the parties: *Hyde* v. *Skinner* (1723), 2 P. Wms. 196; *Lewis* v. *Stephenson, supra*; and I do not suppose that the conversion of perpetually renewable terms into terms of 2,000 years by L.P.A., 1922, s. 145, makes any difference.

Our County Court Letter.

"EASIWORK" CABINET AS FIXTURE.

In the recent case of *Hogan* v. *Gadney*, at Watford County Court, a claim in detinue was made in the following circumstances: (1) the plaintiff had built a house, which (on the 26th February, 1930) was conveyed to the defendant, who (on the same date) mortgaged it to the plaintiff, (2) while the mortgage was still unsatisfied, the defendant vacated the premises and removed an "Easiwork" cabinet, (3) this was claimed by the plaintiff as a fixture, which vested in him under the mortgage. His Honour Judge Crawford held, on the authority of *Holland* v. *Hodgson* (1872), L.R. 7, C.P. 328, that the cabinet (although movable) was nevertheless a fixture, having been placed by the builder in the house as one of the accessories, for the convenience of whoever might be the occupier. Judgment was, therefore, given for the return of the chattel within fourteen days, or for payment of its value, viz., £19 19s. and costs.

THE IMPORTANCE OF ACTUAL OCCUPATION.

In the recent case of *Foord* v. *Startin*, at Weston-super-Mare County Court, the claim was for possession of a cottage and £3 12s. mesne profits, and the counter-claim was for £6 9s., being the difference between the standard rent (2s. 6d. a week) and 8s. a week, for 18 weeks (£4 19s.) and £1 10s., the balance of the price of sheds. The plaintiff's case was that in March, 1927, he obtained possession from a former tenant (one Street) and the premises were vacant two or three days, prior to the entry of the defendant. Corroborative evidence was given by two witnesses (including Street), but the defendant's case was that the premises were never empty, as the key had been handed to his wife by the plaintiff, who remarked that it had just been given to him by Street. Corroborative evidence was given by the mother of both Mrs. Street and the defendant's wife. His Honour Judge Parsons, K.C., was not satisfied that the plaintiff had had actual possession, as his handling of the key (for a few minutes) was not sufficient. Judgment was therefore given for the defendant, with costs, on the claim, and for £5 6s. 6d., with costs, on the counter-claim. Compare a previous note under the above title in the "County Court Letter" in our issue of the 5th December, 1931 (75 Sol. J. 826), and *Hall* v. *Rogers* (1925), 69 Sol. J. 397.

NYSTAGMUS AND WORKMEN'S COMPENSATION.

In *Robson* v. *Firbeck Main Colliery Co.* and *Bullcroft Main Colliery Co., Ltd.*, recently heard at Worksop County Court, the applicant's case was that (1) having had nystagmus in 1913, he was away from work until 1915, (2) thereafter he was at work until the stoppage in 1926, (3) afterwards he obtained work at both the above collieries, (4) on a recurrence of nystagmus, he claimed compensation, but this was refused on the ground of a false declaration, (5) although he had signed a book, he was not asked any questions, and was unaware that he had signed a declaration, i.e., that he had not suffered from nystagmus, (6) the onus was upon the respondents to prove wilful and false misrepresentation. His Honour Judge Hildyard, K.C., held that the applicant's signature was binding, and (by reason of his false declaration) judgment was given for the respondents, with costs.

THE MAINTENANCE OF RACING GREYHOUNDS.

In *Morris* v. *Davies*, recently heard at Coventry County Court, the claim was for £58 8s. for the keep of three greyhounds which had been sent to the Coventry and Walsgrave Racing Track for training. The charge was 10s. per week per dog from the 7th March 1932, but the defence was that the dogs were to be trained for six weeks only, in respect of which £9 had been offered to the plaintiff. This had been refused, on the ground that the puppies were worth £25 each, but it transpired that (at the defendant's request) they were being run under fictitious names—for the reason that (as the plaintiff's track was unregistered) the dogs would be disqualified on licensed tracks. His Honour Judge Drucquer gave judgment for the plaintiff for £18 and costs, payable at £4 a month. For prior references see our issues of the 9th January, 1932 (76 Sol. J. 25), and 11th March, 1933 (77 Sol. J. 172).

Land and Estate Topics.

By J. A. MORAN.

An excellent demand for freehold ground rents continues to be the chief feature of the market for real property. And there is no likelihood of any cessation in the frequency of the exchanges for some time to come. Anything in the nature of the long-promised trade revival will be reflected in the demand for shop premises and building sites, but, so far, there is no indication that the summer season for the disposal of large residential estates will recall some of its old-time memories. The outlying portions are likely to sell while the speculator is about and the sitting tenant is disposed to make a big effort to maintain possession of the old home, but the selling of the mansion is a different proposition, and will be as long as the cost of upkeep is at its present level and rates and taxes continue to impose a heavy toll on declining incomes.

Both the Chartered Surveyors' Institution and the Auctioneers' and Estate Agents' Institute have just announced the results of their annual professional examinations, and the long lists of successful candidates testify, in a marked degree, to the popularity of these enterprising and old-established organisations. The public, or, at any rate, the portion of it that matters, is now beginning to understand what a Chartered Surveyor really means; and those who have any active association with the market for real property appreciate the full significance of F.A.I. after an auctioneer's name.

As usual, Mr. Adkin and his assistants at the College of Estate Management made a big success of their students in the lists of successful candidates; and no wonder, when one comes to consider the vast resources of the Lincoln's Inn Fields organisation and the pride it takes in the success of its pupils. It has sounded the death knell of the "coach" of thirty years ago, who brought much gloom and monotony into the life of the budding auctioneer or surveyor.

The new President of the Auctioneers' and Estate Agents' Institute is Colonel William Anderson, D.S.O., M.C., D.L., J.P., senior partner in the Newcastle-upon-Tyne firm of Anderson and Garland, which was established nearly a century ago. Just the man who should make his year of office worthy of the traditions of the organisation.

Now that the summer season is approaching, the fellow with the smart appearance, glib tongue and engaging manners is getting ready for a busy harvest at the seaside. Having taken out the necessary licence, which costs only £10, he selects his confederates. He appears to have given up the practice of taking over a vacant lock-up shop. What he does nowadays is to purchase the fag end of a lease of a fancy shop, with what is left of the stock, and fill up the gaps with worthless goods that are pleasing to the eye. A "mock" auctioneer he is not; nor are the proceedings a mock auction. The trouble arises from an imposition that is carried out with consummate skill. Local auctioneers do not like to be mixed up with such proceedings, but there ought to be sufficient public spirit among the local authorities to set about obtaining evidence that would lead to a conviction. It is difficult to obtain assistance from the casual customers owing to the publicity it involves, but surely some arrangement might be made to hide the identity of the witnesses when giving evidence in the police court.

One hears a lot just now of the desirability of removing our slums from off the face of the earth. Efforts have been made so far to remove this menace to the health of the nation, but all that the owner gets in the way of compensation is the actual site value. Not much for a man who has kept his house in order but has been unfortunate enough to see it scheduled within a slum area.

Sometimes it is difficult to know which are worse—the slums or the people who make them. Take the new Whitehawk Housing Estate of the Brighton Corporation as an example. There, purely on æsthetic grounds, fences were prohibited. This, however, was not to the minds of the dwellers, and they proceeded to barricade themselves with all sorts of rubbish from old bedsteads and old bicycles to packing cases and corrugated iron! Let us try and remove our slums by all means so long as there is fair play all round, but at the same time continue to make sure that those who abuse their trust in their new quarters are not let off with a mere caution.

The Rent Restrictions Bill has taken its leave of the House of Commons. There was no really serious attempt to interfere with the provisions of this long overdue measure, and there is now likely to be plain sailing until the final stage is reached.

The provision in the Bill with regard to profiteering in the workmen's dwellings that will remain under control, is good. This will allow the owner of the house to take action against a tenant who is making undue profit out of his sub-tenants. Sub-tenants have had a legal remedy in their hands, but they were slow to take advantage of it.

Obituary.

Major G. BEAUMONT.

Major Gerald Beaumont, M.C., M.A., B.C.L., solicitor, partner in the firm of Messrs. Greaves, Atter & Beaumont, of Wakefield, died on Sunday, 21st May. Major Beaumont, who was admitted a solicitor in 1903, was clerk to the Wakefield Rural District Council.

Mr. W. BROOKE.

Mr. Walter Brooke, solicitor, of Woodbridge, Suffolk, died at Woodbridge, on Wednesday, 24th May. Admitted a solicitor in 1881, Mr. Brooke was Clerk to the County Court of Woodbridge and Felixstowe, and had been Coroner for the liberty of St. Etheldreda, Suffolk, for thirty-seven years.

Mr. H. C. CHALKER.

Mr. Henry Cecil Chalker, solicitor, senior partner in the firm of Messrs. Stewart & Chalker, of Wakefield, died at his home at Wakefield, on Friday, 19th May, at the age of forty-five. Mr. Chalker, who was admitted a solicitor in 1910, had been Clerk to the Wakefield City Magistrates since 1929, in succession to his father, who held that office from 1913 to 1929. He had also followed his father in the appointment of Steward to the Manor of Wakefield.

Mr. W. A. G. DAVIDSON.

Mr. William Augustus George Davidson, solicitor, senior partner in the firm of Messrs. W. A. G. Davidson & Co., of Surrey-street, W.C., Wembley and Acton, died on Tuesday, 16th May, at the age of sixty-one. Mr. Davidson was admitted a solicitor in 1899.

Mr. M. HARRISON.

Mr. Matthew Harrison, solicitor, of West Hartlepool, died at his home on Monday, 15th May, at the age of eighty-two. Mr. Harrison, who was admitted a solicitor in 1875, at one time took an active part in the municipal life of West Hartlepool, and was an Alderman of that borough.

Mr. W. JONES.

Mr. William Jones, solicitor, of Swansea, died on Wednesday, 17th May, at the age of sixty. Mr. Jones was admitted a solicitor in 1903, having gained the distinction of being a New Inn prizeman with first-class honours in the Final Examination.

Mr. H. PARKER.

Mr. Harry Parker, solicitor, a partner in the firm of Messrs. Lambert & Parker, of Burnley, died on Wednesday, 17th May, at the age of thirty-nine. Mr. Parker was admitted a solicitor in 1922, and entered into partnership with Mr. Frank Lambert in 1925.

Correspondence.

Appeal from Refusal of Order under s. 84 of L.P.A., 1925.

Sir,—Referring to the criticism of the case of *Re Lancaster Gate, Paddington*, in your "Conveyancer's Diary," the legislature seems to have appreciated the difference between appeal against an order and the refusal of an order.

For example, the Summary Jurisdiction (Married Women) Act, 1895, s. 11, gives a right of appeal from an order or the refusal of an order. Similarly, an appeal from a bastardy order or the refusal of an order is given by the Criminal Justice Administration Act, 1914, s. 34.

On the other hand, s. 97 of the Poor Law Act, 1930, gives a right of appeal to a person aggrieved by a removal order, but none against the refusal of the order.

Assuming the decision of Clauson, J., that no appeal lies from the dismissal of an application under s. 84 of L.P.A., 1925, is correct, what is the effect of s. 8 of the Administration of Justice Act, 1932, which gives the right to the authority to direct payment of costs incidental to any "application" under s. 84 ? If the authority dismisses the application with costs to be paid by the applicant, is this an order that can be appealed against, and, if so, can the applicant appeal on the ground that an order to remove or modify the restrictions ought to have been made ?

Perhaps the writer of the "Conveyancer's Diary" will consider the point.

Norwich. ERNEST I. WATSON.
20th May.

Reviews.

The Law of Town and Country Planning, being a Third Edition of Safford & Olver on "The Law of Town Planning." By ARCHBOLD SAFFORD, of the Middle Temple and South-Eastern Circuit, Barrister-at-Law. 1933. Demy 8vo. pp. xv and (with Index) 415. London: Hadden, Best & Co., Ltd. 25s. net.

The main structure of this book, previous editions of which were widely in use, has been left unaltered. The effect of the Town and Country Planning Act is set out in a straightforward manner in a series of well-organised chapters. A summary of a number of decisions given by the Minister on appeals against refusal on the part of local authorities to permit a certain kind of development pending the coming into operation of a scheme is contained in chap. VII. Chapter XI contains sound and reliable information on the question of compensation and betterment. No attempt is made to deal with hypothetical points, and it would seem that the book consists solely of authoritative statements. The text of the 1932 Act is set out in Appendix I without annotations; Appendix II contains the various statutory Rules and Orders recently issued by the Minister; Appendix III, Circulars and Memoranda; and Appendix IV, Model Forms.

A Simplified Guide to Rating and Assessment in London. A Simplified Guide to Rating and Assessment outside London. By DENNIS R. COCKSHAW, F.C.R.A., F.N.A. (Rating). 1933. Demy 8vo. London: Gee & Co. (Publishers), Ltd. Each 3s. 6d. net.

These books explain in non-technical language the main principles of rating and assessment and contain sufficient detail to enable a ratepayer to form a useful opinion as to whether he is a "person aggrieved" or not. Having done that, the books show how redress may be obtained, if need be. A few precedents of forms are given at the end of each book, and these should be of much assistance. The books should prove very useful to members of assessment committees and rating authorities as well as to ratepayers generally. The practitioner will also find them handy and informing.

One Thousand Questions and Answers on Company Law, with the Changes in the Law made by the Companies Act, 1929. By HENRY ALLEN ASHTON. 1933. Demy 8vo. pp. xix and (with Index) 291. London: The Company Law Press, Limited. 5s. net.

While the system of questions and answers does not render reference very easy, this book contains a good deal of useful information. The arrangement of the book would be much improved if questions on similar subjects followed one another.

The Secretary's Manual. By His Honour Judge HAYDON, M.A., K.C., and Sir GILBERT GARNSEY, K.B.E., F.C.A. Twenty-second Edition. 1933. Demy 8vo. pp. xxxii and (with Index) 519. London: Jordan & Sons, Limited. 10s. net.

The fact that this is the twenty-second edition of the book speaks more for its usefulness than anything that can be said by a reviewer. It is only necessary to announce its publication and to say that it appears to have been satisfactorily brought up to date. We cannot, however, find any reference to the *Ocean Coal Co. Ltd.* v. *Powell Duffryn Steam Coal Co. Ltd.* [1932] 1 Ch. 654—a decision of some importance to private companies. The work covers the whole field of secretarial duties, and, in the process, almost the whole field of company law. At its present price, which we notice has been raised, it is extremely good value. His Honour Judge Haydon refers in the preface to the death of Sir Gilbert Garnsey, who was responsible for the accountancy portion of this edition, as in the two previous editions, and announces that Sir Nicholas Waterhouse will be his co-editor in future editions. This will ensure the high standard being maintained.

Books Received.

Conveyancers' Scales and Costs. By F. W. BROADGATE. 1933. Demy 8vo. pp. xvi and (with Index) 191. London: Sir Isaac Pitman & Sons, Ltd. 12s. 6d. net.

Report of the Fifty-fifth Annual Meeting of American Bar Association, held at Washington, D.C. 1932. Baltimore: The Lord Baltimore Press.

The Law of Smallholdings in Scotland. By JAMES SCOTT, Solicitor in the Supreme Court. 1933. Medium 8vo. pp. ix and (with Index) 398. Edinburgh: W. Green & Son, Ltd. 21s. net.

Chronological Table and Index of the Statutes. Forty-eighth Edition. 1933. In two volumes. Medium 8vo. Vol. I. pp. iv and 1,963. Vol. II. pp. x and 720. London: H.M. Stationery Office. £3 16s. net, postage extra.

Psychology in Court. By a Doctor. 1933. Crown 8vo. pp. 131. London: Williams & Norgate, Ltd. 5s. net.

Hints on the Valuation of Real Property for Mortgage. Second Edition. 1933. By J. G. RUTTER, P.A.S.I., and G. D. NOKES, LL.D., of the Middle Temple and the South-Eastern Circuit, Barrister-at-Law. Demy 8vo. pp. x and 192. London: The Estates Gazette, Ltd. 10s. post free.

Animals, Consider your Verdict! Vol. 2 of the Animal Year-Book. 1933. Demy 8vo. pp. viii and 145. London: The University of London Animal Welfare Society. 2s. 6d. net.

Tolley's Handbook of Income Tax and Sur Tax. 1933–34. By CHAS. H. TOLLEY, A.C.I.S., F.A.A., Accountant. London: Waterlow & Sons, Ltd. 1s. net.

Gee's Shopping List for Yachtsmen. 1933. London: Gee & Co. (Publishers), Ltd. 1s. net per pad.

Gee's Rough Log Sheets. 1933. London: Gee & Co. (Publishers), Ltd. 1s. net per pad.

[All books acknowledged or reviewed can be obtained through The Solicitors' Law Stationery Society, Limited, London and Liverpool.]

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

Considering the tempestuous times in which he lived, it was something of an achievement for Sir Peter Arderne to remain on the Bench for nineteen years, during most of which time he enjoyed two judgeships simultaneously. Having taken the serjeant's coif in 1443, he was five years later appointed first Chief Baron of the Exchequer, and then a Justice of the Common Pleas. The Wars of the Roses swept by and left him unharmed. In 1461, he was knighted, and though, soon after, he lost the office of Chief Baron, he retained his other judgeship till the end of his life, enjoying the yearly grant of a tun of wine which was part of his remuneration. He died on the 2nd June, 1467, and was buried beneath a monumental brass at Latton in Essex, where he was lord of the manor. The very appearance of the courts in which sat Arderne, J., with his red-robed brethren, has been perpetuated for us in the illuminated MS. preserved in the Inner Temple Library. In addition, his contemporary, Fortescue, C.J., has left a delightful account of the judges of that time, their apparel, their working day of three hours—eight till eleven—their relaxations—" the study of the laws, reading of the Holy Scriptures and other innocent amusements "—their integrity, for it was never " found that any of them has been corrupted with gifts or bribes."

THE SAILOR'S WAY.

An ex-naval man who replied to His Honour Judge Clements recently with " Aye, aye, sir," narrowly escaped a fine, and excused himself on the ground that he was observing the regulations of His Majesty's navy. He was warned that they did not apply in His Majesty's courts of law, but it seems right that a certain amount of nautical licence should be allowed. That horny seaman meant no harm who in the High Court began the oath : " I swear by the Admiralty Gawd . . ." Lord Mansfield, C.J., is said to have laughed aloud when a grog-filled mariner replied to a question from the Bench with " He's a pretty fellow for a judge ! Bless my damned old eyes, you have got a pretty sort of landlubber for a judge ! He wants me to tell him where abaft the binnacle is ! "

LIGHT SENTENCES.

In 1872, a weak-minded youth pointed an unloaded pistol at Queen Victoria, and for this disloyal gesture was sentenced by Mr. Baron Cleasby to a year's imprisonment and twenty strokes of the birch. In the estimation of offended royalty this punishment was absurdly light and the case of *The Queen* v. *O'Connor* at the Old Bailey was succeeded by the case of *The Queen* v. *Cleasby* in loftier regions. In a letter just made public in *The Sunday Times*, an indignant sovereign tells Mr. Gladstone to call the Lord Chancellor's attention " to the conduct of Judge Cleasby, who behaved so badly on the occasion of O'Connor—on a recent occasion when he sentenced a man who pushed his wife under a Dray Cart which she died from—only to three months' imprisonment, while for some trumpery theft another was sentenced to three years' imprisonment. Surely this cannot go on if justice is to exist at all . . ." Mr. Gladstone in reply promised that the Chancellor would " speak to this judge in a friendly way " about his " vagaries." Poor Cleasby used to measure out punishments in the oddest way. Thus, he would say, " You are one of the worst men I have ever tried, and the sentence of the court is that you be imprisoned for one month." This sort of scale was much appreciated by the criminal classes, and when there was a choice between sessions in a week and assizes before Cleasby, B., in a month, the decision was always : " Oh, I'll go to 'soize ; Cleasleby is the judge for me ! "

Mr. William Arthur Davies, solicitor, of Swansea, left £9,981, with net personalty £8,269.

Notes of Cases.

Court of Appeal.

In re **Worthington : Nichols** *v.* **Hart.**

Lord Hanworth, M.R., Lawrence and Romer, L.JJ. 8th May.

WILL—GIFT OF RESIDUE IN MOIETIES—LAPSE OF MOIETY BY DEATH OF LEGATEE BEFORE TESTATRIX—PECUNIARY LEGACIES, AS WELL AS DEBTS AND EXPENSES, PAYABLE OUT OF LAPSED MOIETY—ADMINISTRATION OF ESTATES ACT, 1925 (15 GEO. 5, C. 23), SS. 33, 34.

Appeal from a decision of Bennett, J.

A testatrix by her will, dated 6th January, 1930, gave a number of legacies, amounting to £2,750, free of legacy duty, and devised and bequeathed all the residue of her estate, real and personal, to E.S. and L.M.H. in equal shares absolutely. The testatrix died on 30th June, 1932. E.S. had died some three months previously, and her share of residue was, therefore, undisposed of. A summons was taken out to determine, *inter alia*, whether (*a*) the debts, funeral, testamentary and administration expenses, and (*b*) the pecuniary legacies and duties payable on them, were payable primarily out of the moiety of residue bequeathed to E.S., in exoneration of the moiety given to L.M.H.

BENNETT, J., held that the debts and expenses were payable out of the lapsed share, but that the pecuniary legacies and duties thereon were payable out of the general estate before ascertainment of the shares of residue. L.M.H. appealed. The court allowed the appeal.

Lord HANWORTH, M.R., said that by ss. 33 and 34 of the Administration of Estates Act, 1925, debts, expenses and pecuniary legacies were to be paid out of money of testators so far as not disposed of by the will. The lapsed moiety given to E.S. was money not disposed of by the will. That rule applied, unless there was something in the will to negative its application. Bennett, J., seemed to have thought that it was negatived by a specific reference in the will to pecuniary legacies ; but if legacies were given, there must be a specific reference to them. In *In re Tong*, Romer, L.J., said ([1931] 1 Ch., at p. 212) : " I fail to find anything in the will amounting to an indication of the testator's intention that the funeral and testamentary expenses and debts generally should be paid in any other mode than that specified in Pt. II of the First Schedule," and he was not impressed by the use by the testator of the word " remainder." The present was the converse case to *In re Tong*, and there was nothing in the will to indicate that there should be any differentiation between legacies and debts. There would, therefore, be a declaration that both should be paid out of the lapsed share of E.S.

LAWRENCE and ROMER, L.JJ., delivered judgments to like effect.

COUNSEL : *Christie*, for appellant ; *Chetwood*, for respondents (the next-of-kin).

SOLICITORS : *Timbrell, Deighton & Nicholls*, for all parties.

[Reported by G. T. WHITFIELD-HAYES, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In re **Russ and Brown's Contract.**

Clauson, J. 18th May.

VENDOR AND PURCHASER — PARTICULARS OF CONTRACT — MISLEADING DESCRIPTION—" UNDERLEASE "—LEASEHOLD —SUB-LEASE.

This summons was taken out by the vendors of certain leasehold property asking for a declaration that the purchaser's requisitions had been sufficiently answered, and that a good title had been shown in accordance with the contract. The property was sold subject to the National Conditions of Sale and by a special condition the title was to begin with the leases

under which the properties were held. The purchaser submitted that the vendors had not made out such a title as on the contract he was bound to accept. He contended that where property put up for sale was described as being "leasehold" that that *primâ facie* meant that it was held on a head lease granted out of a freehold reversion, and that the purchaser was not obliged to accept an underlease in the absence of any statement in the particulars that it consisted of an underlease. The vendors thereupon took out this summons.

CLAUSON, J., in giving judgment, said the first question to be considered was: What was it that the vendor offered for sale in the particulars? Sir George Jessel in *Camberwell and South London Building Society* v. *Holloway*, 13 Ch. D. 754, said, at p. 759: "The word lease in law is a well-known legal term of well-defined import. No lawyer has ever suggested that the title of the lessor makes any difference in the description of the instrument whether the lease is granted by a freeholder or a copyholder with the licence of the lord or by a man who himself is a leaseholder. It being well granted for a term of years it is called a lease. It is quite true that where the grantor of the lease holds for a term the second instrument is called an underlease or a derivative lease, but it is still a lease." On p. 760: "As I understand the decision it has been decided that where a man sells a lease for a defined term of years and nothing more is said on either side he does not make a good title to the lease unless he shows that he holds directly from the freeholder. I am not in a position to over-rule those decisions." His lordship then referred to *In re Beyfus and Master's Contract*, 39 Ch. D. 110, and said there would be no order as to the costs of the application.

COUNSEL: *G. P. Slade; C. D. R. Richmount.*

SOLICITORS: *C. A. Russ & Son; Hardcastle Sanders.*

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Miller *v.* Pill.

Lord Hewart, C.J., Avory and Humphreys, JJ. 3rd May.

MOTOR OMNIBUS—LICENSED AS STAGE CARRIAGE—WITHIN BOROUGH LIMITS—SUNDAY JOURNEY OUTSIDE LIMITS ARRANGED—PASSENGERS ALL PICKED UP AT SAME POINT—FARE PAID SEPARATELY BY EACH PASSENGER—NOT A "SPECIAL OCCASION"—UNLAWFUL USE AS "EXPRESS CARRIAGE"—ROAD TRAFFIC ACT, 1930 (20 & 21 GEO. 5, c. 43), s. 61 (2).

The appellant, E. F. Miller, was convicted on an information preferred by the respondent, Police-superintendent Pill, charging that on the 7th August, 1932, he unlawfully permitted a public service vehicle to be used as an express carriage without having a road service licence under s. 72 of the Road Traffic Act, 1930. The appellant owned a motor omnibus, which was duly licensed by the Traffic Commissioners as a stage carriage for eight passengers to run only in the Borough of Launceston as a station omnibus. The omnibus was not used as a stage carriage on Sundays. On the 5th August, 1932, a Mr. Rowe asked if he could hire the omnibus to go to Looe with a party on the following Sunday. Permission was given by the appellant's manager for the omnibus to be so used, provided £1 12s. was paid to the appellant for it. Mr. Rowe collected a party of eight, including himself, and the omnibus accordingly went to Looe on the 7th August, having picked up the eight passengers altogether at the same point in Launceston. Each of the passengers paid the driver 4s. 6d. for the fare, and he paid to the appellant £1 12s., retaining 4s. for driving the omnibus in his time off.

Section 61 (2) of the Road Traffic Act, 1930, provides: "It is hereby declared that where persons are carried in a motor-vehicle for any journey in consideration of separate payments made by them, . . . the vehicle in which they are carried shall be deemed to be a vehicle carrying passengers for hire or reward at separate fares, whether the payments are solely in respect of the journey or not: Provided that a vehicle used on a special occasion for the conveyance of a private party shall not be deemed to be a vehicle carrying passengers for hire or reward at separate fares by reason only that the members of the party have made separate payments which cover their conveyance by that vehicle on that occasion."

The justices, by a majority, were of opinion that in so far as it was a question of fact, the passengers (by reason of the fact that separate fares were charged) did not comprise a private party, nor was the occasion a special one. They held that the offence had been committed and fined the appellant £1, and ordered him to pay an advocate's fee of one guinea. He now appealed.

Lord HEWART, C.J., said that the justices found that the occasion was not a special occasion, and he (his lordship) thought that the argument for the appellant was unsuccessful, and that the appeal ought to be dismissed. It was true that the justices had also found that that was not a private party, and that they had so found for a reason that was wrong (namely, the fact that separate fares were charged), but that, he thought, was immaterial. The appeal failed because it was not established that it was a special occasion.

AVORY and HUMPHREYS, JJ., agreed.

COUNSEL: *John Horridge* (*J. L. Pratt* with him), for the appellant; *The Solicitor-General* (Sir Boyd Merriman, K.C.), and *Wilfrid Lewis*, for the respondent.

SOLICITORS: *Hedley Norris & Co.*, for *Peter, Peter & Sons*, Launceston; *The Treasury Solicitor.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Court of Criminal Appeal.

Rex *v.* Wilmot.

Lord Hewart, C.J., Avory and Humphreys, JJ. 2nd May.

CRIMINAL LAW—CONVICTION ON INDICTMENT ALLEGING THREE OFFENCES IN THE ALTERNATIVE—BAD FOR DUPLICITY—CONVICTION QUASHED—ROAD TRAFFIC ACT, 1930 (20 & 21 Geo. 5, c. 43), s. 11.

This was the appeal against conviction of Charles Wilmot, who was convicted before Macnaghten, J., at Nottingham Assizes on an indictment charging him with driving a motor car "recklessly or at a speed or in a manner which was dangerous to the public having regard to all the circumstances of the case, including the nature, condition and use of the road, and the amount of the traffic which was actually at the time or which might reasonably be expected to be on the road," contrary to s. 11 of the Road Traffic Act, 1930. The appellant was sentenced to two months' imprisonment in the second division. Bail was allowed pending the hearing of his appeal, the ground of which was that the conviction was bad on its face, since the count charged three several offences in the alternative, namely (*a*) driving recklessly, (*b*) driving at a speed dangerous to the public, and (*c*) driving in a manner which was dangerous to the public.

Lord HEWART, C.J., giving the judgment of the court, read the exact words of the count, and said that, unfortunately, *per incuriam*, no objection was taken to the indictment, and it went to the jury in that form. His Lordship (the Lord Chief Justice) then referred to *Rex* v. *Surrey Justices; ex parte Witherick* [1932] 1 K.B. 450, where Avory, J., said: "It is an elementary principle that an information must not charge offences in the alternative, since the defendant cannot then know with precision with what he is charged and of what he is convicted, and may be prevented on a future occasion from pleading *autrefois convict.*" There was a mass of authority to that effect. With regard to the point which had been urged for the Crown, that as the point had not been taken at the trial it could not be taken on appeal, it was enough to

refer to the judgment in *Rex* v. *Molloy* [1921] 2 K.B. 364; 65 Sol. J. 534, where it was said, at page 369: "In these circumstances, although the point was not taken by the appellant at the trial, we must, now that the point is taken, decide it according to law, and in our opinion the appeal must be allowed and the conviction quashed." It was to be observed that the words there were not "we may" but "we must." The matter was stated as a duty laid on the court in the interests of justice. His Lordship also referred to *Rex* v. *Disney* [1933] W.N. 60; 77 Sol. J. 178.

The appeal was allowed and the conviction quashed.

Counsel: *P. E. Sandlands* for the appellant; *A. M. Lyons*, K.C., for the Crown.

Solicitors: *H. K. & H. S. Bloomer*, Grimsby; *The Town Clerk*, Grimsby.

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

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Parliamentary News.

House of Lords.

Progress of Bills.

Aberdeen Royal Infirmary and Mental Hospital Order Confirmation Bill.
Reported. [23rd May.

Administration of Justice (Miscellaneous Provisions) Bill.
Read First Time. [18th May.

Barking Corporation Bill.
Reported, with Amendments. [18th May.

Bootle Corporation Bill.
Reported, with Amendments. [18th May.

Calvinistic-Methodist or Presbyterian Church of Wales Bill.
Read Third Time. [23rd May.

Cancer Hospital (Free) Bill.
Committed. [18th May.

Canterbury Extension Bill.
Read Third Time. [18th May.

Church of Scotland (Property and Endowments) Amendment Bill.
Read Third Time. [18th May.

City of London (Various Powers) Bill.
Read Third Time. [24th May.

Commercial Gas Bill.
Read First Time. [23rd May.

Cotton Industry Bill.
Read First Time. [23rd May.

Dewsbury and Ossett Passenger Transport Bill.
Reported, with Amendments. [23rd May.

Dewsbury Corporation Bill.
Read First Time. [18th May.

Durham Corporation Bill.
Royal Assent. [18th May.

East Hull Gas Bill.
Read Third Time. [18th May.

Exchange Equalisation Account Bill.
Royal Assent. [18th May.

False Oaths (Scotland) Bill.
Reported, without Amendment. [23rd May.

Frimley and Farnborough District Water Bill.
Read First Time. [23rd May.

Gas Light and Coke Company Bill.
Read First Time. [23rd May.

Government of India (Amendment) Bill.
Read Third Time. [18th May.

Great Western Railway Bill.
Read Third Time. [18th May.

Housing (Financial Provisions) Bill.
Royal Assent. [18th May.

Housing (Financial Provisions) (Scotland) Bill.
Royal Assent. [18th May.

London & North Eastern Railway Bill.
Royal Assent. [18th May.

London County Council (General Powers) Bill.
Committed. [18th May.

Ministry of Health Provisional Order Confirmation (Torquay) Bill.
Royal Assent. [18th May.

Ministry of Health Provisional Orders (Hereford and West Kent Main Sewerage District) Bill.
Reported. [23rd May.

Ministry of Health Provisional Orders (Tees Valley Water Board and West Monmouthshire Omnibus Board) Bill.
Reported, without Amendment. [23rd May.

Municipal Corporations Audit Bill.
Read First Time. [23rd May.

Protection of Animals (Cruelty to Dogs) Bill.
Royal Assent. [18th May.

Rubber Industry Bill.
Amendments Reported. [23rd May.

St. Helens Corporation Bill.
Read First Time. [18th May.

Samaritan Free Hospital for Women Bill.
Read Second Time. [24th May.

Solicitors Bill.
Read Second Time. [23rd May.

Solicitors (Scotland) Bill.
Reported, without Amendment. [23rd May.

Staffordshire and Worcestershire Canal Bill.
Read Third Time. [23rd May.

Teachers Superannuation Bill.
Read Second Time. [23rd May.

Torquay and Paignton Traction Bill.
Reported, with Amendments. [23rd May.

Victoria Infirmary of Glasgow Act, 1888 (Amendment) Order Confirmation Bill.
Reported. [23rd May.
Wigan Corporation Bill.
Read Third Time. [18th May.

House of Commons.

Calvinistic-Methodist or Presbyterian Church of Wales Bill.
Read First Time. [23rd May.
Canterbury Extension Bill.
Read First Time. [18th May.
Church of Scotland (Property and Endowments) Amendment Bill.
Read First Time. [19th May.
Colne Corporation Bill.
Read Second Time. [22nd May.
Commercial Gas Bill.
Read Third Time. [18th May.
Cotton Industry Bill.
Read Third Time. [19th May.
East Hull Gas Bill.
Read First Time. [18th May.
Finance Bill.
In Committee. [24th May.
Frimley and Farnborough District Water Bill.
Read Third Time. [22nd May.
Gas Light and Coke Company Bill.
Read Third Time. [18th May.
Government of India (Amendment) Bill.
Read First Time. [19th May.
Great Western Railway Bill.
Lords Amendments agreed to. [22nd May.
Leeds Corporation Tramways Provisional Order Bill.
Read Third Time. [24th May.
Marriages Provisional Orders Bill.
Read Second Time. [19th May.
Metropolitan Police Bill.
Read Second Time. [23rd May.
Ministry of Health Provisional Order (Stourbridge) Bill.
Read Second Time. [24th May.
Municipal Corporations Audit Bill.
Read Third Time. [19th May.
Nottinghamshire and Derbyshire Traction Company (Trolley Vehicles) Provisional Order Bill.
Read Second Time. [24th May.
Rhondda Passenger Transport Bill.
Read Second Time. [22nd May.
Service of Process (Justices) Bill.
Read First Time. [23rd May.
Trout (Scotland) Bill.
Reported, with Amendments. [18th May.
Victoria Infirmary of Glasgow Act 1888 (Amendment) Order Confirmation Bill.
Read Third Time. [19th May.
Wigan Corporation Bill.
Read First Time. [18th May.

Societies.

City of London Solicitors' Company.

ANNUAL GENERAL MEETING.

The retiring Master, Mr. R. S. FRASER, presided at the annual general meeting of this Company, held at the Guildhall on 17th May.

The report of the Court of Assistants contained several matters of interest. The Court approved the Solicitors' Bill which had been submitted to it by the Council of The Law Society. On the question of the customary payment by the lessee of the costs of both parties to a lease, the court concluded that, as the parties could always vary this custom by contract, no material injustice was done and the cost of legislation to alter the custom would not be justified. The Court agreed that the reductions in the scale of costs which solicitors were authorised to charge had been made by the Lord Chancellor at such short notice that the Council of The Law Society had had no time in which to consult the profession at large. While holding it desirable that the cost of litigation should be reduced, the Court considered it inequitable that solicitors should be called upon to bear a larger proportion of the necessary reduction than other professions. Last November a deputation from the Company had placed these views before the Council of The Law Society, which had given the Company a considerable degree of support and an assurance that the Council would endeavour to take the matter further.

The Company's prize for the student passing highest in The Law Society's examinations in equity, common law and bankruptcy was awarded this year to Mr. Robert Nunes Carvalho.

The Master, in moving the adoption of the report, paid tribute to the unanimity of the Company during his period of office. The Company was, he said, a progressive body, but it had not yet reached finality; for example, solicitors in this country had still to pass examinations. The profession had not reached the happy state which existed in North Carolina, where all that was necessary was to put up a brass plate. He hoped that his successor would have equal cause for thanking members of the Court and of the Company for their loyal support in his year of office.

The Honorary Auditor, Mr. A. W. HICKS, presented the accounts of the Company, which showed a credit balance of £1,669. Mr. ARTHUR VANDYK suggested that, if practicable, the accounts should be circulated as a matter of routine among members. The Master said that he was obliged for the suggestion, which would have to be considered by the Court.

Past-Master S. C. SCOTT, in moving a vote of thanks to the Master, said that the members of the Court and Company realised the value of his services, his assiduity, his accessibility, and the consideration which he always extended to all members at the Company's meetings. Most solicitors found that the English law was about as much as they could manage, but the Master was not content, and also devoted himself to international law and sociological problems, making in the prosecution of those interests many long journeys to conferences in distant countries.

Past-Master G. L. F. MCNAIR seconded the vote of thanks, which was carried with acclamation.

Mr. G. P. C. FAWCETT was elected a member of the Court.

The Auctioneers' and Estate Agents' Institute.

ANNUAL DINNER.

The annual dinner of The Auctioneers' and Estate Agents' Institute of the United Kingdom was held at the Connaught Rooms, on Thursday, 11th May, the President, Mr. H. MORDAUNT ROGERS, being in the chair.

After the loyal toasts had been honoured, Mr. EDWARD W. EASON, Vice-President, proposed the toast of "Imperial Parliament." He said that the British Parliament was concerned very seriously with the liberty of the subject, and that of all the legislatures it was undoubtedly the best.

The Rt. Hon. THE EARL OF RADNOR, replying, said that although the House of Lords had had its wings clipped in past years it still performed, in his opinion, a useful function, in that its members had a knowledge and experience of agriculture and land questions. He thought that legislation dealing with agriculture was of great importance to the country, but that it interfered with the liberty of the individual. He suggested that auctioneers should consider other methods than the auction market to fulfil their function, and that with their wide knowledge of local conditions and personalities they should step in and assist the small men to sell their pigs to the bacon factories. There were difficult times ahead, and he hoped that members would bear in mind that their duty and their interests were concerned with agriculture as a whole, and that the prosperity of agriculture transcended the interests of individuals.

Mr. STUART BEVAN, K.C., M.P., who also replied, said that the National Government addressed itself in every possible way to the alleviation of the present economic position, and that although the task was depressing, it had not stifled the Government's energies, and they were slowly but surely progressing in the right direction.

The toast of "The Bench and the Bar" was then proposed by Major R. M. WOOLLEY, Vice-President, who said that the administration of justice in this country was an example to the whole world. He considered that the Bench and the Bar were the standby of the nation. The legal profession could be summed up in three words each beginning with a "t"—truth, tradition and trust.

The Hon. Mr. Justice EVE, replying for the Bench, said that the daily proceedings sometimes reminded him of a good football match, where the barristers were the players and the judge was the unfortunate referee. It was a splendid game to watch, with everybody striving to play according to the rules. After the fiercest fight the players were still good friends, and although occasionally neither side was quite satisfied with the referee, they abstained from personal violence, and with an eloquent shrug of the shoulders suggested that the old gentleman had probably done his best (laughter). Mr. Justice Eve then referred to the output of legislation, and said that it had become far too great for the courts as constituted at present. No tribunal could keep level with the

mass of legislation unless it was adequately manned. He added that in the Chancery Division, with which he had been associated for fifty-four years next July, they were quite up to date. There were no arrears, and anyone who liked to become a litigant could have a clear and unobstructed way from writ to judgment.

Mr. J. D. CASSELS, K.C., M.P., replying on behalf of the Bar, said that the auctioneers' profession and the profession of the Bar had very much in common. Each desired to do his best for his client.

Lieut.-Col. Sir ARCHIBALD WEIGALL, K.C.M.G., in proposing "The Auctioneers' and Estate Agents' Institute of the United Kingdom," said that, owing to honorary membership, he could refer to it as "our Institute." Speaking of the land taxes, he said that so long as they remained on the Statute Book there would be apprehension, which had an adverse effect not only on all capital values, but on all mortgage values. If there was anything that could be done to remove them he hoped that it would be done. Referring to the agricultural position, he admitted that a case had been made out in modern conditions for the regulation and control of distribution and marketing, but it must not be forgotten that the agricultural auctioneer had been the guide, the philosopher, and the financial friend of large and small farmers throughout the country. Committees concerned with legislation should, therefore, carry those men with them if they were to implement the legislation successfully.

The PRESIDENT, responding, said that during his year of office he had received loyal support, and he thanked them all for the help they had given him. He mentioned the recently-introduced Code of Practice, which was not in any sense trade unionism. They merely wanted members to act in a true masonic or rotarian spirit. He appealed for further subscriptions to the Benevolent Fund, which, he said, amounted to £50,000.

Col. WILLIAM ANDERSON, D.S.O., M.C., D.L., J.P. (President-Elect), proposed the toast of "Our Guests," to which The Right Hon. THE EARL OF ANCASTER and Mr. C. GERALD EVE (President, Chartered Surveyors' Institution), replied.

Among those present were The Rt. Hon. The Earl of Mayo, Sir Raymond Unwin, Sir Edwin Lutyens, Sir Charles Howell Thomas, Dr. C. E. Barry (President of The Law Society), Mr. C. Roland Field, Sir Harry Courthope-Munroe, K.C., Sir Harriss Firth, Sir Oswald Simpkin, Mr. A. T. Powlett, Sir Roy Robinson, Sir Daniel Hall, Mr. Normal L. Ball, Mr. E. Cassleton Elliott, Sir Illtyd Thomas, Mr. B. J. Gates, Mr. C. Osenton, Sir William Wells, His Honour Judge Konstam, K.C., Mr. A. C. Driver, Mr. G. F. Page, Mr. A. J. Burrows, Mr. J. G. Head, Mr. W. W. Sanderson, Mr. R. H. Brady, Mr. H. H. Robinson, Brigadier-General H. Clifton Brown, M.P., Mr. Hugh C. Webster, Mr. Francis H. Rex, Mr. J. H. Townsend Green, Mr. James S. Motion, Capt. E. B. Glasier, Mr. W. Stanley Edgson, Mr. B. W. Adkin, Mr. E. H. Blake, C.B.E. (Secretary), Mr. F. M. Sydenham (Assistant Secretary) and Mr. P. W. Ford (Librarian).

The programme of music was rendered by the St. Dunstan's Dance Band of War Blinded Musicians, supported by Miss Betsy de la Porte (contralto) and Mr. A. Lawrence Folker (bass-baritone), with Miss Hilda Bertram at the piano.

The Law Society.

NOTICE.

The annual general meeting of the members of The Law Society will be held in the Hall of the Society on Friday, the 7th day of July, at 2 p.m.

The following are the names of the members of the Council retiring by rotation :—

Mr. Bird, Mr. Bischoff, Mr. Branson, Mr. Morgan, Sir C. H. Morton, Sir H. G. Pritchard, Mr. Saw, Mr. Scott, Mr. Smart, Mr. F. E. J. Smith.

So far as is known, with the exception of Mr. Saw, they will be nominated for re-election.

There are two other vacancies caused by the resignations of Mr. Walter Henry Foster and Dr. Alfred Henry Coley.

Gray's Inn Debating Society.

The tenth meeting of the year was held in the Common Room, Gray's Inn, at 8.15 p.m., on Thursday, 18th May, 1933, the President being in the chair. A debate, opened by four Ex-Presidents, took place on the motion : "That press agitation is a menace to democracy." This motion was proposed by Master W. Trevor Watson, K.C., and opposed by Mr. Graham Mould ; Mr. Conrad Oldham spoke third, and Mr. J. Reginald Jones spoke fourth. On the motion being thrown open to the house, Mr. Thomas Terrell spoke in favour of the motion, and Mr. Campbell Prosser neutrally, after which the proposer replied. The motion was carried by fourteen votes to eleven, the number of members and guests present being thirty-six.

The next meeting of the Society will be held in the Common Room, Gray's Inn, at 8.15 p.m., on Wednesday, 14th June. Particulars will be announced in due course.

The Hardwicke Society.

An ordinary meeting of the Society was held in the Middle Temple Common Room on Friday, 19th May. The Vice-President (Mr. A. L. Ungoed-Thomas) took the chair at 8 p.m. In public business Mr. N. F. Stogden moved "This House considers inadequate the safeguards of the Government's Indian Reform proposals." Miss E. M. Willis opposed. There spoke to the motion Mr. B. Davidson, Mr. Menzies, Mr. S. Barman, Mr. Cook, Mr. A. Newman Hall (Hon. Treasurer), Mr. Boyd-Carpenter, Mr. Walker Smith, Mr. Ungoed-Thomas (Vice-President), and the hon. proposer in reply. On a division the motion was lost by thirteen votes.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve that the honour of Knighthood be conferred upon Mr. CYRIL ATKINSON, K.C., in virtue of his appointment to be a Justice of the High Court of Justice, King's Bench Division.

The King has been pleased to approve the appointment of His Honour Judge Kennedy, K.C., as a Commissioner of Assize, to go the South Wales and Chester Circuit.

Mr. WALTER SCOTT RAINEY, solicitor, Spilsby, has been appointed Registrar of the Spilsby and Skegness County Courts on the Lincolnshire Circuit. Mr. Rainey was admitted a solicitor in 1884.

Mr. JAMES AUBREY CROMPTON, solicitor, Deputy Town Clerk of Greenwich and formerly Deputy Town Clerk of Reading, has been appointed Town Clerk of Winchester in succession to the late Mr. Thomas Holt. Mr. Crompton was admitted a solicitor in 1923.

Professional Announcements.

(2s. per line.)

THE SOLICITORS' MORTGAGE SOCIETY, LTD. (formed by Solicitors for Solicitors), invites particulars of FUNDS or SECURITIES. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

THE NEW PROCEDURE.

A YEAR'S FIGURES.

Addressing the Solicitor-General on Tuesday, 23rd May, Mr. Justice Swift made the following statement :—

"To-day completes the first year of the new procedure which began on 24th May, 1932. You may be interested to hear what the courts have accomplished in that year : 1,828 writs have been issued or actions moved into this list by the defendant ; 1,633 summonses have been dealt with by the judges in chambers ; 728 actions entered for trial have been tried, settled, or otherwise disposed of ; and 166 actions remain for trial for which dates have been fixed between now and the Long Vacation."

SERVICE OF SUMMONSES BY POST.

The principal object of the Service of Process (Justices) Bill, introduced by Sir John Gilmour, the Home Secretary, and given a first reading in the House of Commons last Tuesday, is to allow the service of summonses by post. The Bill also amends the law with respect to the mode of proving the service of process and other documents in proceedings before, and on appeal from, justices of the peace in England.

THE LONG VACATION SHORTENED.

The King signed an Order on Thursday, May 25th, under the Supreme Court of Judicature (Consolidation) Act of 1925, under which the Law Courts will reopen after the Long Vacation on October 2nd.

This means that the Long Vacation is shortened. In the ordinary way the opening day of the Michaelmas Term would have been on Thursday, October 12th. October 2nd is a Monday. A recommendation to shorten the Long Vacation was made by the Lord Chancellor's Committee which was set up to consider a number of legal questions.

TAXATION OF LAND VALUES.

It was announced in *The Times* last Wednesday, that a committee had been formed, with Lord Wolmer as chairman and Mr. M. Beaumont as secretary, to support Sir George Courthope's amendment for the repeal of Pt. III of the Finance Act of 1931 (Taxation of Land Values). Other members of the committee are Sir George Courthope, Mr. George Lambert, Lord Winterton, Lord Lymington, Brigadier-General Clifton Brown, Lieutenant-Colonel Acland Troyte, Lord Scone and Mr. Raikes.

The members of the committee have sent a letter to the Prime Minister requesting that a free vote of the House should be taken on the amendment. About 300 Members of Parliament have put their names to this letter and to the amendment.

RECORDER AND GRAND JURY SYSTEM.

Mr. R. E. L. Vaughan Williams, K.C., Recorder of Cardiff, in his charge to the Grand Jury last Tuesday, said that he would very much regret if the Grand Jury system were done away with. He added: "Even in this happy country we may have troubles sometimes, and in such times grand jurors give special protection to the inhabitants."

INCORPORATED ACCOUNTANTS.

At a meeting of the Council of the Society of Incorporated Accountants and Auditors, on 18th May, Mr. E. Cassleton Elliott, F.S.A.A., was re-elected President, and Mr. R. Wilson Bartlett, J.P., F.S.A.A., Vice-President, for the year 1933-34.

NOTICE TO CONTRIBUTORS.

The Editor will be pleased to consider for publication contributions and correspondence from any professional source upon matters of legal interest.

All contributions (including correspondence) should be typewritten and on one side of the paper only, and must be accompanied by the name and address of the contributor.

The Editor is unable to accept any responsibility for the safe custody of contributions submitted to him, and copies should therefore be retained. The Editor will, however, endeavour in special circumstances to return unsuitable contributions within a reasonable period, if a request to this effect and a stamped addressed envelope are enclosed with the manuscript.

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Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.		EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Witness. Part I.	GROUP I. MR. JUSTICE MAUGHAM. Non-witness
		Mr.	Mr.	Mr.	Mr.
May	29	Ritchie	Hicks Beach	*Blaker	Jones
,,	30	Blaker	Andrews	*Jones	Hicks Beach
,,	31	More	Jones	*Hicks Beach	Blaker
June	1	Hicks Beach	Ritchie	*Blaker	Jones
,,	2	Andrews	Blaker	Jones	Hicks Beach

DATE.		GROUP I. MR. JUSTICE BENNETT. Witness. Part II.	GROUP I. MR. JUSTICE CLAUSON. Non-Witness.	GROUP II. MR. JUSTICE LUXMOORE. Witness. Part II.	GROUP II. MR. JUSTICE FARWELL. Witness. Part I.
		Mr.	Mr.	Mr.	Mr.
May	29	Hicks Beach	More	*Ritchie	*Andrews
,,	30	*Blaker	Ritchie	Andrews	*More
,,	31	Jones	Andrews	*More	*Ritchie
June	1	*Hicks Beach	More	Ritchie	Andrews
,,	2	Blaker	Ritchie	*Andrews	*More

The Whitsun Vacation will commence on Saturday, the 3rd day of June, 1933, and terminate on Tuesday, the 6th day of June, 1933, inclusive.

* The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement Thursday, 15th June, 1933.

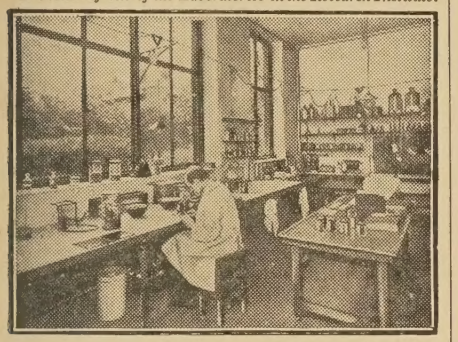
	Div. Months.	Middle Price 24 May 1933.	Flat Interest Yield. £ s. d.	†Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	108	3 14 1	3 10 0
Consols 2½%	JAJO	72	3 9 5	—
War Loan 3½% 1952 or after	JD	99	3 10 8	—
Funding 4% Loan 1960-90	MN	109	3 13 5	3 9 7
Victory 4% Loan Av. life 29 years	MS	108¼	3 13 11	3 10 9
Conversion 5% Loan 1944-64	MN	115½	4 6 7	3 6 0
Conversion 4½% Loan 1940-44	JJ	110½	4 1 5	2 16 6
Conversion 3½% Loan 1961 or after	AO	99¼	3 10 6	—
Conversion 3% Loan 1948-53	MS	97½	3 1 6	3 3 4
Conversion 2½% Loan 1944-49	AO	93¼	2 13 7	3 0 10
Local Loans 3% Stock 1912 or after	JAJO	84½	3 11 0	—
Bank Stock	AO	329½	3 12 10	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	76½	3 11 11	—
India 4½% 1950-55	MN	104½	4 6 1	4 2 6
India 3½% 1931 or after	JAJO	81	4 6 5	—
India 3% 1948 or after	JAJO	69	4 6 11	—
Sudan 4½% 1939-73	FA	110	4 1 10	2 10 4
Sudan 4% 1974 Red. in part after 1950	MN	108	3 14 1	3 7 6
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	100	3 0 0	3 0 0
COLONIAL SECURITIES				
*Australia (Commonw'th) 5% 1945-75	JJ	105	4 15 3	4 9 1
*Canada 3½% 1930-50	JJ	99	3 10 8	3 11 7
*Cape of Good Hope 3½% 1929-49	JJ	100	3 10 0	3 10 0
Natal 3% 1929-49	JJ	96	3 2 6	3 6 5
New South Wales 3½% 1930-50	JJ	93	3 15 3	4 1 7
*New South Wales 5% 1945-65	JD	103	4 17 1	4 13 9
*New Zealand 4½% 1948-58	MS	104	4 6 6	4 2 8
*New Zealand 5% 1946	JJ	109	4 11 9	4 1 10
*Queensland 4% 1940-50	AO	99	4 0 10	4 1 8
*South Africa 5% 1945-75	JJ	112	4 9 3	3 14 9
*South Australia 5% 1945-75	JJ	105	4 15 3	4 9 1
*Tasmania 3½% 1920-40	JJ	100	3 10 0	3 10 0
Victoria 3½% 1929-49	AO	94	3 14 6	4 0 3
*W. Australia 4% 1942-62	JJ	99	4 0 10	4 1 2
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	85	3 10 7	—
Birmingham 4½% 1948-68	AO	113	3 19 8	3 7 8
*Cardiff 5% 1945-65	MS	110	4 10 11	3 18 9
Croydon 3% 1940-60	AO	93	3 4 6	3 8 0
*Hastings 5% 1947-67	AO	114	4 7 9	3 14 0
Hull 3½% 1925-55	FA	99	3 10 8	3 11 4
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	99	3 10 8	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	72	3 9 5	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	84½	3 11 0	—
Manchester 3% 1941 or after	FA	85	3 10 7	—
Metropolitan Consd. 2½% 1920-49	MJSD	93	2 13 9	3 1 3
Metropolitan Water Board 3% "A" 1963-2003	AO	87	3 9 0	3 10 0
Do. do. 3% "B" 1934-2003	MS	88	3 8 2	3 9 1
Do. do. 3% "E" 1953-73	JJ	94	3 3 10	3 5 5
*Middlesex C.C. 3½% 1927-47	FA	101	3 9 4	—
Do. do. 4½% 1950-70	MN	113	3 19 8	3 9 5
Nottingham 3% Irredeemable	MN	85	3 10 7	—
*Stockton 5% 1946-66	JJ	113	4 8 6	3 14 4
ENGLISH RAILWAY PRIOR CHARGES				
Gt. Western Rly. 4% Debenture	JJ	103½	3 17 4	—
Gt. Western Rly. 5% Rent Charge	FA	114½	4 7 4	—
Gt. Western Rly. 5% Preference	MA	79½	6 5 9	—
‡L. & N.E. Rly. 4% Debenture	JJ	85½	4 13 7	—
‡L. & N.E. Rly. 4% 1st Guaranteed	FA	68½	5 16 9	—
London Electric 4% Debenture	JJ	103½	3 17 4	—
‡L. Mid. & Scot. Rly. 4% Debenture	JJ	95⅛	4 3 9	—
‡L. Mid. & Scot. Rly. 4% Guaranteed	MA	79½	5 0 8	—
Southern Rly. 4% Debenture	JJ	103½	3 17 4	—
Southern Rly. 5% Guaranteed	MA	109½	4 11 4	—
Southern Rly. 5% Preference	MA	87½	5 14 3	—

* Not available to Trustees over par.

† In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other stocks, as at the latest date.

‡ These Stocks are no longer available for trustees, either as strict Trustee or Chancery Stocks, no dividend having been paid on the Companies' Ordinary Stocks for the past year.

A Corner of one of the Laboratories in the Research Institute.



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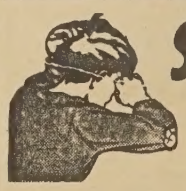

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